

1 **MILES L. KAVALLER,
A PROFESSIONAL LAW CORPORATION**

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8 Attorney for Defendants, KING'S EXPRESS LA, INC., a California corporation; KING'S
9 EXPRESS, INC., a California corporation; KING'S EXPRESS, INC., an Unknown Business
10 Entity and DENNIS MCCORMICK, an Individual.

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 PRO-COM PRODUCTS, INC. a California) CASE NO.
14 corporation,)
15 Plaintiff,) NOTICE OF REMOVAL
16)
17 vs.)
18 KING'S EXPRESS LA, INC., a California)
19 corporation; KING'S EXPRESS, INC., a)
20 California Corporation; KING'S EXPRESS,)
21 INC., an Unknown Business Entity; DENNIS)
22 MCCORMICK, an Individual; JOHN)
23 VINCENT TARWATER, an individual; and)
24 DOES 1 through 25, inclusive,)
25)
26)
27 Defendants.)
28)

29 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
30 CENTRAL DISTRICT OF CALIFORNIA, THE PARTIES AND COUNSEL:
31
32 PLEASE TAKE NOTICE THAT DEFENDANTS KING'S EXPRESS LA, INC., a
33 California corporation; KING'S EXPRESS, INC., a California corporation; KING'S EXPRESS,
34 INC., an Unknown Business Entity and DENNIS MCCORMICK, an Individual hereby remove
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37

1 this action now in the Superior Court for the State of California, County of Los Angeles, Central
 2 District, Case No. BC710498, PRO-COM PRODUCTS, INC. a California corporation, Plaintiff,
 3 vs. KING'S EXPRESS LA, INC., a California corporation; KING'S EXPRESS, INC., a
 4 California Corporation; KING'S EXPRESS, INC., an Unknown Business Entity; DENNIS
 5 MCCORMICK, an Individual; JOHN VINCENT TARWATER, an individual; and DOES 1
 6 through 25, inclusive, ("the action") to the United States District Court for the Central District of
 7 California, pursuant to 28 U.S.C. §§1441, et seq. and aver as follows.

8 1. According to paragraph 12 of the Complaint, a copy of which is attached
 9 hereto, Plaintiff, Pro-Com Products, Inc. ("Pro-Com") hired the defendant Kings Express, Inc.
 10 ("Kings"), a motor carrier, to transport its cargo in interstate commerce. According to paragraph
 11 13 of the Complaint, between September 1, 2017 through December 2017, Kings contracted
 12 with various 3rd party "shippers" (understood to mean the carriers which were to transport its
 13 cargo), brokers, and consignees located throughout the United States to secure motor vehicle
 14 transportation of property in commerce. Further, according to paragraph 14 of the Complaint, in
 15 or about November 2017 Kings, et al. stopped and caused all shipment of Plaintiff's products to
 16 cease. Pro-Com seeks damages of \$1,239,808.12 based on California state law causes of action
 17 for fraud and deceit, negligent misrepresentation, breach of contract, conversion and negligence.

18 2. The gravaman of Pro-Com's Complaint is contained in its breach of contract
 19 cause of action in paragraphs 30-33 where, as here pertinent, it is alleged as follows:

20 " 30. In or about September 2017 through December 2017, Plaintiff entered into written
 21 contract with KJNGS, whereby KJNGS agreed to perform trucking and related services
 22 with an agreed delivery date. Plaintiff would receive a purchase order ("PO") from
 23 Plaintiff's customer and process the PO for shipment with a bill of lading ("BOL"). A
 24 shipping invoice would be created after Plaintiff's goods ("Goods") were picked up by
 25 KJNGS. (collectively "Contracts").

26 32. KJNGS breached the contract and failed to perform its promises and obligations in

1 that it failed to perform the trucking and related services requested by Plaintiff. KINGS
2 failed to perform the trucking services in a timely manner, and also failed to deliver goods
3 to the destination - in some cases keeping or abandoning the Goods itself. However,
4 KINGS invoiced and billed Plaintiff as if KINGS had properly performed the requested
5 services.

6 33. As a proximate result of the acts and omissions of KINGS, Plaintiff has been
7 injured and damaged in excess of \$1,239,808.12.

8 3. The action arises under the Carmack Amendment in 49 U.S.C. §14706(a), the
9 federal law governing liability of motor carriers and forwarders for loss, damage or delay to
10 cargo transported in interstate commerce. This United States District Court has federal question
11 and commerce jurisdiction over the subject matter under 28 U.S.C. §§1331 and 1337 and the
12 action is therefore removable under 28 U.S.C. §§1441, *et seq.* See for example, *White v*
13 *Mayflower Transit, L.L.C.* 543 F.3d 581 (9th Cir. 2008).

14 4. The removal is timely as it is within 30 days of the filing of the action in the Los
15 Angeles Superior Court.

16 5. Venue is proper because the parties conduct business in this in the district.

17 6. All of the named parties with the exception of defendant John Vincent Tarwater
18 are represented by the undersigned counsel and consent to the removal. The Court is advised that
19 Mr. Tarwater also consents to the removal.

20 Dated: July 11, 2018

21 **MILES L. KAVALLER,
22 A PROFESSIONAL LAW CORP.**

23 By: 

24 Miles L. Kavaller, Esq.
25 Attorney for Defendants, KING'S EXPRESS LA, INC., a
26 California corporation; KING'S EXPRESS, INC., a
27 California corporation; KING'S EXPRESS, INC., an
28 Unknown Business Entity and DENNIS MCCORMICK, an
Individual.

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EXHIBIT

Dept # 28 Assigned Palazuelos

James H. Park, State Bar No. 193203
525 Parriott Place
City of Industry, California 91745
Telephone: 626.322.2147
Facsimile: 626.322.2148
Email: jamesspark.legalcounsel@gmail.com

FILED
Superior Court of California
County of Los Angeles

JUN 25 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By Jenny Tang, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT - UNLIMITED JURISDICTION

PRO-COM PRODUCTS, INC. a California
Corporation,

} Case No.

BC710498

COMPLAINT FOR DAMAGES

- 1. DECEIT/FRAUD
- 2. NEGLIGENT MISREPRESENTATION
- 3. BREACH OF CONTRACT
- 4. CONVERSION
- 5. NEGLIGENCE

KING'S EXPRESS LA, INC., a California Corporation; KING'S EXPRESS, INC., a California Corporation; KING'S EXPRESS, INC., an Unknown Business Entity; DENNIS MCCORMICK, an Individual; JOHN VINCENT TARWATER, an Individual; and DOES 1 through 25, inclusive

DEMAND FOR JURY TRIAL

Defendants.

Comes now plaintiff, Pro-Com Products, Inc., and complains of defendants and each of them, and alleges as follows:

RECEIPT #: 004499422019
DATE PAID: 06/26/18 11:10 AM
PAYMENT: \$435.00 310
RECEIVED:
CHECK:
CASH:
CHANGE:
CARD:
2
s and each of \$0.0000
\$435.0000

GENERAL ALLEGATIONS

1. At all times relevant herein, plaintiff, Pro-Com Products, inc. ("Plaintiff") was and is a California corporation organized under the laws of the State of California, with its principal place of business in Los Angeles County, California.

1 2. Plaintiff is informed and believes and on that basis alleges that at all times
2 relevant herein, defendant, KING'S EXPRESS LA, INC., was and is a California corporation
3 organized under the laws of the State of California, which entity did and does business in the
4 County of Los Angeles, State of California.

5 3. Plaintiff is informed and believes and on that basis alleges that at all times
6 relevant herein, defendant, KING'S EXPRESS, INC., was and is a California corporation
7 organized under the laws of the State of California, which entity did and does business in the
8 County of Los Angeles, State of California.

9 4. Plaintiff is informed and believes and on that basis alleges that at all times
10 relevant herein, defendant, KING'S EXPRESS, was and is a business entity of form unknown to
11 plaintiff, which entity did and does business in the County of Los Angeles, State of California.

12 5. Plaintiff is informed and believes and on that basis alleges that defendant,
13 DENNIS MCCORMICK is a natural person who did and does business in the County of Los
14 Angeles, State of California.

15 6. Plaintiff is informed and believes and on that basis alleges that defendant, JOHN
16 VINCENT TARWATER is a natural person who did and does business in the County of Los
17 Angeles, State of California.

18 7. The contracts alleged herein were entered into and payment was to be performed
19 in the county of Los Angeles, State of California. The acts and omissions alleged herein were
20 directed to, the contracts alleged herein entered into and to be performed in, the injuries and
21 damages alleged herein were suffered in, and evidence of and witnesses to plaintiff's allegations
22 herein are located in, the County of Los Angeles, State of California.

23 8. Plaintiff does not know the true names and/or capacities of defendants, DOES 1
24 through 25, inclusive, and therefore sues said defendants by such fictitious names. Plaintiff will
25 amend this Complaint to insert their true names and/or capacities when the same have been
26 ascertained. Plaintiff is informed and believes, and upon such information and belief alleges
27

1 that, each such fictitiously named defendant is responsible for plaintiff's damages and injuries,
2 and subject to the relief sought by plaintiff in this complaint.
3

4 9. Plaintiff is informed and believes, and upon such information and belief alleges,
5 that defendants, and each of them, at all times mentioned herein are, and were, the agents,
6 servants, partners, co-conspirators, alter egos and/or employees of one another. Plaintiff is
7 further informed and believes, and thereon alleges that each of the defendants at all times herein
8 mentioned are, and were, acting within the course and scope of, and pursuant to, such agency,
9 partnership and/or employment with the consent, express and/or implied, of all of the other
10 defendants, and each of them.

11 COMMON FACTUAL ALLEGATIONS

12 10. At all times relevant herein, defendant, DENNIS MCCORMICK
13 ("MCCORMICK") was and is the chief executive officer for KING'S EXPRESS LA, INC., a
14 California Corporation; KING'S EXPRESS, INC., a California Corporation; KING'S
15 EXPRESS, INC. an Unknown Business Entity, (collectively hereinafter "KINGS") and
16 defendant, JOHN VINCENT TARWATER ("TARWATER"), was and is the president for
17 King's Express LA, Inc.,. Defendants MCCORMICK and TARWATER ("DEFENDANT
18 PRINCIPALS") worked for KINGS, which authorized DEFENDANT PRINCIPALS to make the
19 representations alleged herein, to fail to make the disclosures alleged herein to have not been
20 made, and to act as alleged herein.

21 11. KINGS ratified such acts of each DEFENDANT PRINCIPALS, and both KINGS
22 and DEFENDANT PRINCIPALS benefitted financially from the transaction alleged herein
23 including but not limited to an increased fees, payments and charges.

24 12. In or about September 2017 through December 2017, DEFENDANT
25 PRINCIPALS orally represented to Plaintiff and to Plaintiff's employees that KINGS was a
26 motor carrier in the business of providing motor vehicle transportation for compensation.
27 DEFENDANT PRINCIPALS also represented that KINGS would provide KINGS' trucks for
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1 delivery of Plaintiff's products, and that KINGS was not a trucking broker. (collectively
2 "REPRESENTATIONS")

3 13. Contrary to the REPRESENTATIONS, during the relevant time period of
4 September 1, 2017 through December 2017, KINGS contracted with various 3rd party shippers,
5 brokers, and consignees located throughout the United States to secure for KINGS motor vehicle
6 transportation of property in commerce.

7 14. On information and belief Plaintiff's allege on or about November 2017 KINGS
8 and DEFENDANT PRINCIPALS stopped and caused to cease all shipment of Plaintiff's
9 products.

10 15. As a direct and proximate result of the act and omissions of defendants and each
11 defendant, Plaintiff has been injured and suffered damages including but not limited to the
12 amount of \$1,239,808.12 as follows:

13 a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;
14 b. Lost goods and inventory in the amount of \$1,075,486.13;
15 c. Late charges, costs and chargebacks in the amount of \$107,112.08;
16 d. Unjust enrichment for amounts paid in the amount of \$24,335.00;
17 e. Lost profits from returns and cancellations for undelivered and late delivered
18 goods;
19 f. Lost use of and interest on the lost profits, late charges, other penalties, and out of
20 pocket costs to cover transportation and related services;
21 g. Lawful interest rate of 10%;
22 h. Cost of suit.

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FIRST CAUSE OF ACTION
FOR DECEIT/FRAUD
BY PLAINTIFF AGAINST
ALL DEFENDANTS AND DOES 1 THROUGH 25, INCLUSIVE

16. Plaintiff refers to and incorporate paragraphs 1 through 15, inclusive, hereinabove, as if fully set forth here at, seriatim.

17. As alleged herein, defendants and each defendant made representations to plaintiff. Each representation was false. At the time that they made each representation, defendants and each defendant knew the representation to be false. Defendants and each defendant made each representation with the intent to deceive plaintiff and with the intent to induce plaintiff to act in reliance thereon.

18. As alleged herein, defendants and each defendant intentionally and actively concealed each material fact from plaintiff. Defendants and each defendant did so with the intent to deceive plaintiff and with the intent to induce plaintiff to act in reliance upon plaintiff's ignorance thereof.

19. Plaintiff was ignorant of the falsity of each representation, and believed each to be true. In justifiable reliance on each representation, plaintiff was induced to act as alleged herein. Plaintiff would not have so acted if plaintiff had not relied upon each representation. Plaintiff would not have so acted if plaintiff had known of the falsity of each representation.

20. Plaintiff was unaware of each material fact that defendants and each defendant did not disclose to plaintiff. Plaintiff could not have reasonably discovered each material fact. In justifiable reliance on plaintiff's ignorance of each material fact, plaintiff was induced to act as alleged herein. Plaintiff would not have so acted if plaintiff had known of the existence of each material fact.

21. As a direct and proximate result of defendants' and each defendant's deceit, plaintiff has been injured and damaged as alleged herein.

22. The conduct of the defendants and each defendant was oppressive, fraudulent, or malicious, so as to justify the imposition of exemplary or punitive damages pursuant to section 3294 of the California Civil code.

SECOND CAUSE OF ACTION
FOR NEGLIGENT MISPRESENTATION
BY PLAINTIFF AGAINST ALL AND DOES 1 THROUGH 25, INCLUSIVE

23. Plaintiff refers to and incorporate paragraphs 1 through 15, inclusive, hereinabove, as if fully set forth here at, seriatim.

24. As alleged herein, defendants and each defendant made representations to plaintiff. Each representation was false. At the time that they made each representation, defendants and each defendant had no basis to believe the representation to be true. Defendants and each defendant made each representation with the intent to deceive plaintiff and with the intent to induce plaintiff to act in reliance thereon.

25. As alleged herein, defendants and each defendant negligently failed to disclose each material fact from plaintiff. Defendants and each defendant did so with the intent to deceive plaintiff and with the intent to induce plaintiff to act in reliance upon plaintiff's ignorance thereof.

26. Plaintiff was ignorant of the falsity of each representation, and believed each to be true. In justifiable reliance on each representation, plaintiff was induced to act as alleged herein. Verily, plaintiff would not have so acted if plaintiff had not relied upon each representation. Plaintiff would not have so acted if plaintiff had known of the falsity of each representation.

27. Plaintiff was unaware of each material fact that defendants and each defendant did not disclose to plaintiff. Plaintiff could not have reasonably discovered each material fact. In justifiable reliance on plaintiff's ignorance of each material fact, plaintiff was induced to act as

alleged herein. Verily, plaintiff would not have so acted if plaintiff had known of the existence of each material fact.

28. As a direct and proximate result of defendants' and each defendant's negligent misrepresentation, plaintiff has been injured and damaged as alleged herein.

THIRD CAUSE OF ACTION
FOR BREACH OF CONTRACT

BY PLAINTIFF AGAINST KINGS EXPRESS LA, INC., KINGS EXPRESS, INC. AND
KINGS EXPRESS AND DOES 1 THROUGH 25, INCLUSIVE

29. Plaintiff refers to and incorporate paragraphs 1 through 15, inclusive, hereinabove, as if fully set forth here at, *seriatim*.

30. In or about September 2017 through December 2017, Plaintiff entered into written contract with KINGS, whereby KINGS agreed to perform trucking and related services with an agreed delivery date. Plaintiff would receive a purchase order ("PO") from Plaintiff's customer and process the PO for shipment with a bill of lading ("BOL"). A shipping invoice would be created after Plaintiff's goods ("Goods") were picked up by KINGS. (collectively "Contracts")

31. Plaintiff has performed all conditions, covenants and promises required to be performed by it in accordance with the terms and conditions of said Contracts, and is excused from nonperformance of any conditions, covenants and promises which it has not performed. Plaintiff has fully paid KINGS for all trucking and related services which Plaintiff requested from KINGS.

32. KINGS breached the contract and failed to perform its promises and obligations in that it failed to perform the trucking and related services requested by Plaintiff. KINGS failed to perform the trucking services in a timely manner, and also failed to deliver goods to the destination – in some cases keeping or abandoning the Goods itself. However, KINGS invoiced and billed Plaintiff as if KINGS had properly performed the requested services.

33. As a proximate result of the acts and omissions of KINGS, Plaintiff has been injured and damaged in excess of \$1,239,808.12 as follows:

- a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;
- b. Lost goods and inventory in the amount of \$1,075,486.13;
- c. Late charges, costs and chargebacks in the amount of \$107,112.08;
- d. Unjust enrichment for amounts paid in the amount of \$24,335.00;
- e. Lost profits from returns and cancellations for undelivered and late delivered goods;
- f. Lost use of and interest on the lost profits, late charges, other penalties, and out of pocket costs to cover transportation and related services;
- g. Lawful interest rate of 10%;

FOURTH CAUSE OF ACTION
FOR CONVERSION

BY PLAINTIFF AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 25, INCLUSIVE

34. Plaintiff refers to and incorporate paragraphs 1 through 33 inclusive, hereinabove, as if fully set forth here at, seriatim.

35. At all relevant times herein, Plaintiff had the right of ownership and possession of the Goods and other personal property belonging to it.

36. During the latter part of 2017 through present, inclusive KINGS and DEFENDANT PRINCIPALS (DEFENDANTS) wrongfully stolen, taken or disposed of, or otherwise converted said Goods and personal property to the exclusion of Plaintiff.

37. As a proximate result of DEFENDANTS' and each defendant's conversion, Plaintiff has been injured and damaged, in that its Goods and personal property have been withheld from it by KINGS, in excess of the minimum jurisdiction of the Court, and suffered additional injuries and damages as follows:

- a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;
- b. Lost goods and inventory in the amount of \$1,075,486.13;

- 1 c. Late charges, costs and chargebacks in the amount of \$107,112.08;
- 2 d. Unjust enrichment for amounts paid in the amount of \$24,335.00;
- 3 e. Lost profits from returns and cancellations for undelivered and late delivered
- 4 goods;
- 5 f. Lost use of and interest on the lost profits, late charges, other penalties, and out of
- 6 pocket costs to cover transportation and related services;

7 38. The conduct of the defendants and each defendant was oppressive, fraudulent, or
8 malicious, so as to justify the imposition of exemplary or punitive damages pursuant to section
9 3294 of the California Civil code.

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11 FIFTH CAUSE OF ACTION
12 FOR NEGLIGENCE
13 BY PLAINTIFF AGAINST
14 ALL DEFENDANTS AND DOES 1 THROUGH 25, INCLUSIVE

15 39. Plaintiff refers to and incorporate paragraphs 1 through 33 inclusive, hereinabove,
as if fully set forth here at, seriatim.

16 40. At all times relevant herein, during the latter portion of 2017 through present,
17 inclusive, Plaintiff entrusted Goods and personal property belonging to it to the care of
18 Defendants, which had a duty of reasonable care to avoid injury and harm to the Goods and
19 personal property of Plaintiff.

20 41. Defendants and each of them negligently failed to exercise reasonable care and
21 the Goods and other personal property Plaintiff has performed all acts and duties required to be
22 performed by plaintiff under the contract, or is excused from further performance under the
23 contract.

24 42. As a proximate result of Defendants' and each defendant's negligence, Plaintiff
25 has been injured and damaged, in that its Goods and personal property are now delayed, missing
26 or otherwise lost in excess of the minimum jurisdiction of the Court, and suffered additional
27 injuries and damages as follows:

- 1 a. Out of pocket costs incurred to mitigate damages of in the amount of \$32,874.91;
- 2 b. Lost goods and inventory in the amount of \$1,075,486.13;
- 3 c. Late charges, costs and chargebacks in the amount of \$107,112.08;
- 4 d. Unjust enrichment for amounts paid in the amount of \$24,335.00;
- 5 e. Lost profits from returns and cancellations for undelivered and late delivered
- 6 goods;
- 7 f. Lost use of and interest on the lost profits, late charges, other penalties, and out of
- 8 pocket costs to cover transportation and related services;
- 9

10 WHEREFORE, plaintiff prays for judgment against Defendants, and each of them, as
11 follows:

12 AS TO THE ALL CAUSES OF ACTION:

- 13 1. General damages according to proof;
- 14 2. Pre-judgment interest thereon;

15 ADDITIONALLY, AS TO THE FIRST AND FOURTH CAUSES OF ACTION:

- 16 3. For exemplary or punitive damages;

17 AND, ADDITIONALLY, AS TO ALL CAUSES OF ACTION:

- 18 4. For costs of suit herein, including but not limited to attorney's fees under statute for
19 open book account;
- 20 5. For such other and further relief as the Court deems just and proper.

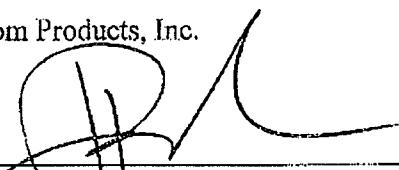
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DEMAND FOR JURY TRIAL
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4 Plaintiff hereby demands trial by jury of all issues so triable.
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7 Dated: June 25, 2018
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10 Pro-com Products, Inc.
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12

13 By: 
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15 James H. Park
16 Attorney for Plaintiff
17 Pro-Com Products, Inc.
18 a California corporation
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): James H. Park CSBN #193203 525 Parriott Place City of Industry, CA 91745		FOR COURT USE ONLY
TELEPHONE NO.: 626.322.2147 FAX NO.: 626.322.2148 ATTORNEY FOR (Name): Pro-Com Products, Inc., a California corporation		FILED Superior Court of California County of Los Angeles JUN 25 2018 Sherri R. Carter, Executive Officer/Clerk of Court By  Jenny Tang
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse Central District		CASE NUMBER BC 710498
CASE NAME: Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.		JUDGE: DEPT:
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Five (5)

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 25, 2018

James H. Park

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE	Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.	CASE NUMBER
BC 710498		

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in central district.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.		CASE NUMBER																																																																																	
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Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort, Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> A6100 Other Civil Petition	2, 9

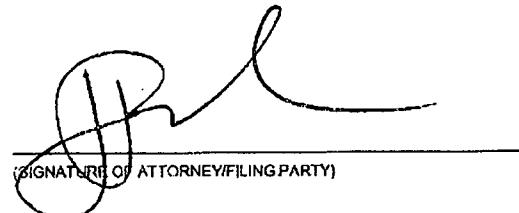
SHORT TITLE:	Pro-Com Products, Inc. vs. King's Express LA, Inc., et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON:		ADDRESS:	
<input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		12910 Mulberry Drive, Unit B	
CITY: Whittier.	STATE: CA	ZIP CODE: 90602	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: June 25, 2018



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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